



Order Filed on January 30, 2018
by Clerk U.S. Bankruptcy Court
District of New Jersey

UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY	
Caption in Compliance with D.N.J. LBR 9004-2(c) MILSTEAD & ASSOCIATES, LLC By: Andrew M. Lubin Atty. ID: AL0814 1 E. Stow Road Marlton, NJ 08053 (856) 482-1400 File No. 221371-5 Attorneys for Movant: Wells Fargo Bank, N.A.	
In Re:	
Paul M. Resnick and Joan E. Resnick	

Case No.: 16-34647-JNP
Chapter 13

Hearing Date: January 23, 2018
Time: 10:00 AM

Judge: Jerrold N Poslusny, Jr

**ORDER RESOLVING
MOTION FOR RELIEF FROM AUTOMATIC STAY**

The relief set forth on the following pages, numbered two (2) through three (3) is hereby **ORDERED**.

DATED: January 30, 2018

A handwritten signature in black ink, appearing to read "Jerrold N. Poslusny, Jr.", written over a horizontal line.

Honorable Jerrold N. Poslusny, Jr.
United States Bankruptcy Court

Upon the motion of Milstead & Associates, LLC, Attorneys for the Secured Creditor, Wells Fargo Bank, N.A. (“Mortgagee”), under Bankruptcy Code section 362(d) for relief from the Automatic Stay as to certain real property as set forth in the motion papers and the within Order, and the parties having been represented by their respective counsel, Joseph J. Rogers, Esquire, for the Debtors, and for good cause shown, it is ORDERED as follows:

1. The automatic stay as provided for by 11 U.S.C. §362 shall remain in full force and effect conditioned upon the terms and conditions set forth herein.

2. Mortgagee is the holder of a mortgage which is a lien on real property owned by Debtor known as and located at 59 Linden Dr, Blackwood, NJ 08012 (the “Property”).

3. The parties certify that there is a post-petition delinquency which is to be cured pursuant to the terms of this Order, said delinquency consisting of the following:

3 Payments: 11/1/2017 – 1/1/2018 @ \$2,144.87	\$6,434.61
Suspense Balance	(\$505.37)
Total Post-Petition Arrears	\$5,929.24

4. Commencing on February 1, 2018, Debtor shall resume making regular monthly mortgage payments currently in the amount of \$2,144.87, and will pay late charges if applicable.

5. Commencing on February 1, 2018, and continuing through and including June 1, 2018, Debtor shall tender \$988.21 per month to Mortgagee in addition to the regular monthly payment and for the regular mortgage payment of July 1, 2018, Debtors shall tender an additional \$988.19.

6. All payments are to be mailed to Wells Fargo Bank, N.A., Attention: Payment Processing, MAC# X2302-04C, 1 Home Campus, Des Moines, IA 50328. Debtor shall reference the loan number on all payments made pursuant hereto.

7. Should Debtors' regular monthly payment amount change, Debtors shall be notified of such change by Mortgagee, and the monthly payment amount due under the terms of this Order shall change accordingly.

8. In the event that Debtor is in default pursuant to the terms and conditions of this Order for a period of thirty (30) days, or if any of the funds paid fail to clear for insufficient funds or are dishonored for any reason, Secured Creditor may send Debtors and Debtors' Counsel a written notice of default of this Order. If the default is not cured within ten days of the date of such notice, Mortgagee may obtain an Order Vacating the Automatic Stay as to Real Property by submitting a Certification of Default to the Court indicating any such payment(s) more than thirty (30) days in default. In the event that a notice of default is forwarded, it is agreed that Secured Creditor may file a Certification of Default absent a full cure.

9. A copy of any Certification of Default and the proposed order must be served upon the Trustee, Debtors, and Debtors' counsel at the time of submission to the Court. A certificate of service shall be filed by counsel for Mortgagee evidencing same.

10. In the event the instant bankruptcy case is converted to a case under Chapter 7, Debtors shall cure the pre-petition and post-petition mortgage arrears within ten (10) days from the date of such conversion. Should Debtors fail to cure said arrears within the ten (10) day period, such failure shall be deemed a default under the terms of this stipulation and Mortgagee may send Debtors and Debtors' counsel a written notice of default. If the default is not cured within ten (10) days from the date of said notice, counsel for Mortgagee may file a Certification of Default with the Court, upon notice to the trustee, Debtors, and Debtors' counsel, and the Court shall enter an Order granting relief from the Automatic Stay as to the Property.